



CONSULTING ENGINEERING

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January 12, 2021

**Attn: Mr. Gregory Thibodeaux**

Louisiana Ethics Board  
617 N. 3<sup>rd</sup> St.  
Baton Rouge, LA 70802

via email: [gregory.thibodeaux@la.gov](mailto:gregory.thibodeaux@la.gov)

Re: Fairway Consulting + Engineering, LLC  
Ethics Advisory opinion request

Dear Mr. Thibodeaux,

Please accept this letter as our request for an ethics advisory opinion with regards to Fairway Consulting + Engineering's, LLC (Fairway) pursuit of general civil engineering professional services with the City of Mandeville. Fairway is a consulting and engineering firm headquartered in Covington, Louisiana. Mr. John Catalanotto, PE, PMP is the President and sole owner of the firm. Mr. Catalanotto's spouse, Mrs. Rachael P. Catalanotto, is an attorney and has recently been hired by the City of Mandeville as an independent contractor. In this role, Mrs. Catalanotto functions as the Magistrate and presides over the Mayor's Court. See attached contract. She is not an agency head nor a member of the governing authority. She does not have any influence over or review of the contracts awarded by the City of Mandeville. She does not exercise any supervision or authority over engineers working with the City. Mayor's Court is a separate division from City of Mandeville's public works department. Mrs. Catalanotto is not an owner, an officer or employed by Fairway. Is it acceptable for the City of Mandeville to award general civil engineering professional services projects/contracts to Fairway Consulting + Engineering, LLC?

Regards,

John A. Catalanotto, PE, PMP  
President

ETHICS BOARD REC'D  
JAN 22 '21 AM 8:05

**RACHAEL P. CATALANOTTO, L.L.C.**

**Attorney at Law**

**2250 7<sup>th</sup> Street**

**Mandeville, Louisiana 70471**

November 12, 2020

City of Mandeville  
Mayor Clay Madden  
3101 E Causeway Approach  
Mandeville, Louisiana 70448

Re: Professional Service Contract  
Mayor's Court Magistrate Position

Dear Mayor Madden:

The purpose of this letter is to confirm the terms and conditions of the professional services I will be providing to the City of Mandeville as Magistrate of Mandeville Mayor's Court. If the terms are accurately reflected, upon your signature, the contract will become effective.

**1. Scope of Services:**

The City of Mandeville ("Client") does hereby employ and retain Rachael P. Catalanotto ("Attorney"), and Attorney does hereby agree to render legal services on behalf of you, in connection with presiding as Magistrate over Mandeville City Court as outlined by statute and set forth below:

- A. Convenes court once a month.
- B. Performs court duties in compliance with all statutory standards and best practices for the operation of Mayor's Court.
- C. Attends court as scheduled and conducts judicial duties professionally and in compliance with all applicable policies and procedures and with due regard to the rights and interests of all parties, victims and other affected persons and entities.
- D. Ensures that daily court activities proceed efficiently and coordinates with City departments, plaintiffs, witnesses and defendants to ensure that cases are heard expeditiously.
- E. Maintains the appropriate decorum.

**2. Fee Agreement:**

Attorney and Client agree that the compensation paid to Attorney shall be the current salary of the Magistrate position which is set at \$24,000.00 per year. The amount due shall be paid on a monthly basis made payable to Rachael P. Catalanotto, L.L.C.

Attorney will be reimbursed for reasonable and necessary expenses associated with the performance of her duties.

**3. Miscellaneous:**

The Client agrees to save, indemnify, protect and defend Attorney from any and all claims made against Attorney arising out of the performance of Attorney's duties under this contract.

The Attorney shall not assign any interest in this contract and shall not transfer any interest in the same without prior written consent by the Client.

Attorney shall not be considered an employee of the City for purpose of unemployment compensation coverage, the same being hereby expressly waived and excluded by the parties hereto. Attorney is not entitled to receive any sick or annual leave benefits from the City.

**4. Duration:**

Attorney serves at the pleasure of the Mayor. This contract is effective upon execution and until terminated by either party by giving written notice to the other party.

**5. Modification:**

The terms and conditions of this Contract may be modified by an executed, written amendment to the contract signed by both parties.

**If the foregoing correctly reflects your understanding of the terms and conditions of our agreement please indicate your acceptance by executing this letter in the space provided below. Thank you for this opportunity and I look forward to working with you, the City Council and the citizens of Mandeville.**

Respectfully,



Rachael P. Catalanotto

The foregoing terms and conditions are acceptable to me this \_\_\_\_ day of \_\_\_\_\_, 2020.

City of Mandeville

BY: \_\_\_\_\_

Mayor Clay Madden

**AFFIDAVIT**

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY CAME AND APPEARED

Rachael Catalanotti, WHO AFTER BEING BY ME DULY SWORN, DEPOSED

AND SAID THAT HE/SHE IS THE FULLY AUTHORIZED Agent

OF Rachael P. Catalanotti, LLC (HEREIN AFTER REFERRED TO AS VENDOR) THE PARTY WHO

SUBMITTED A PROPOSAL FOR Magistrate WHICH WAS RECEIVED BY CITY

OF MANDEVILLE ON December 14, 2020 AND SAID AFFIANT FURTHER SAID:

1. That vendor employed no person, corporation, firm, association or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the vendor whose services in connection with the public contract were in the regular course of their duties for vendor; and
2. That no part of the contract price received by vendor was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the vendor whose services in connection with the project were in the regular course of their duties for vendor.
3. Said proposal is genuine and the vendor has not colluded, conspired or agreed directly or indirectly with any other vendor to offer a sham or collusive proposal.
4. Said vendor has not in any manner, directly or indirectly, agreed with any other person to fix the proposal price of affiant or any other vendor, or to fix any overhead, profit or cost element of said price, or that of any other vendor, to induce any other person to refrain from providing a proposal.
5. Said vendor is not intended to secure an unfair advantage or benefit from the City of Mandeville or in favor of any person interested in the proposed contract.

  
AUTHORIZED SIGNATURE

SWORN TO AND SUBSCRIBED BEFORE ME  
THIS 4 DAY OF December,  
2020.

  
NOTARY PUBLIC

WHITNEY C. STEWART  
Notary Public  
State of Louisiana  
LA Bar No. 38905  
My Commission is for Life

**AFFIDAVIT**

**STATE OF LOUISIANA**

**PARISH OF ST. TAMMANY**

**BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in this State and Parish, personally came and appeared:**

Rachael P. Catalant

**the party submitting a non-bid contract and who has submitted this affidavit with said contract, after being duly sworn did attest and testify as to the truth of all of the factual allegations contained in the petition, specifically as follows:**

**Choose A or B. If Option A is indicated please include the requested attachment.**

**Disclosure No. 1**

**A. ☒ Within the 48 month period preceding the date of the contract with the City of Mandeville, I Have made campaign contributions which total \$200.00 or more to a Mandeville City Council member or Mayor of the City of Mandeville. I have attached a list of each contribution, its amount, the date of the contribution, and the recipient or recipients of the contribution.**

B. ☒ Within the 48 month period preceding the date of the contract with the City of Mandeville, I Have Not made campaign contributions which total \$200.00 or more to a Mandeville City Council member or Mayor of the City of Mandeville.

Disclosure No. 2

A. ☐ I Do owe a debt or debts to an elected or appointed official or officials of the City of Mandeville. I have attached a list of all debts and the elected or appointed official or officials of the City of Mandeville to whom those debts are owed.

B. ☒ I Do Not owe any debts to any elected or appointed official of the City of Mandeville.

Disclosure No. 3

A. ☐ I Have made a contribution to or in support of elected officials of the City of Mandeville in the name of another person or firm directly or indirectly. I have attached a list of all contributions to or support of elected officials of the City of Mandeville, the amount of the contribution or support, the recipient or recipients of the contribution, and the name of the person or firm through whom the contribution was made.

B. ☒ I Have Not made any contribution to or in support of elected officials of the City of Mandeville in the name of another person or firm directly or indirectly.


Disclosure No. 4

A. ☒ This affidavit is being submitted on behalf of a corporation, LLC, or other legal entity. I have attached a list of contributions made by officers, directors, and owners, including employees, owning 25% or more of the company or legal entity.

B. ☒ This affidavit is Not being submitted on behalf of a corporation, LLC, or other legal entity.

The above is in compliance and pursuant to City of Mandeville Ordinance No. 14-07.

I agree to and acknowledge that an updated affidavit must be submitted if there are any changes to the above sworn statements between the time the affidavit is executed and the time the contract is awarded.

  
Rachael P. Catalano, AFFIANT  
Agent for RPC LLC.

SWORN TO AND SUBSCRIBED before  
me this 14 day of December 20 20



Notary

Bar Roll # 38905

My Commission Expires death

WHITNEY C. STEWART  
Notary Public  
State of Louisiana  
LA Bar No. 38905  
My Commission is for Life

### Contributions to Council Members or Mayor of the City of Mandeville

[illegible]



### Debts Owed to Appointed or Elected Officials of the City of Mandeville

[illegible]

### Contributions Made in the Name of Another

[illegible]

### Contributions Made by Officers, Directors, Owners, and/or Employees

[illegible]

## NON-CONVICTION AFFIDAVIT

STATE OF LOUISIANA  
PARISH OF ST. TAMMANY

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY CAME AND APPEARED Rachael P. Catalano WHO AFTER BEING BY ME DULY SWORN, DEPOSED AND SAID THAT HE IS THE FULLY AUTHORIZED Agent OF RPC LLC (HEREIN AFTER REFERRED TO AS BIDDER) THE PARTY WHO SUBMITTED A BID FOR Wag State BID NO. N/A AND SAID AFFIANT FURTHER SAID:

He/she personally has not been convicted of, nor has he/she entered a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed below. No individual partner, incorporator, director, manager, officer, organizer, or member, who has a minimum of a ten percent ownership in the bidding entity, has been convicted of, or has entered a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed below.

A conviction of or plea of guilty or nolo contendere to the following state crimes or equivalent federal crimes shall permanently bar any person or the bidding entity from bidding on public projects:

- (a) Public bribery (R.S. 14:118).
- (b) Corrupt influencing (R.S. 14:120).
- (c) Extortion (R.S. 14:66).
- (d) Money laundering (R.S. 14:230).

A conviction of or plea of guilty or nolo contendere to the following state crimes or equivalent federal crimes shall bar any person or the bidding entity from bidding on public projects for a period of five years from the date of conviction or from the date of the entrance of the plea of guilty or nolo contendere:

- (a) Theft (R.S. 14:67).
- (b) Identity Theft (R.S. 14:67.16).
- (c) Theft of a business record (R.S. 14:67.20).
- (d) False accounting (R.S. 14:70).
- (e) Issuing worthless checks (R.S. 14:71).
- (f) Bank fraud (R.S. 14:71.1).
- (g) Forgery (R.S. 14:72).
- (h) Contractors; misapplication of payments (R.S. 14:202).
- (i) Malfeasance in office (R.S. 14:134).

The five-year prohibition provided for in this section shall apply only if the crime was committed during the solicitation or execution of a contract or bid awarded pursuant to these provisions. If evidence is submitted substantiating that a false attestation has been made and the project must be readvertised or the contract cancelled, the awarded entity making the false attestation shall be responsible to the public entity for the costs of rebidding, additional costs due to increased costs of bids and any and all delay costs due to the rebid or cancellation of this project.

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 14<sup>th</sup>  
DAY OF December 2020

  
NOTARY PUBLIC

14<sup>th</sup> day of December, 2020

  
AUTHORIZED SIGNATURE

Rachael P. Catalano  
Agent for RPC LLC

WHITNEY C. STEWART  
Notary Public  
State of Louisiana  
LA Bar No. 38905  
My Commission is for Life

# **CODE OF CONDUCT**

## **A. POLICY STATEMENT.**

The citizens of the City of Mandeville rightfully expect elected municipal officials, unclassified employees and appointed personnel to adhere to the highest standards of professional and ethical conduct in the performance of their duties and responsibilities. The City of Mandeville Personnel Policies and Police Standard Operating Procedures Manual specifies the conduct of the classified civil service employee so that this code does not apply to this class of city employees. This code applies to the following persons:

- Elected municipal officials of the City of Mandeville.
- Unclassified employees of the City of Mandeville.
- Persons appointed or elected to the various boards and commissions of the City of Mandeville.
- Contractors as described in Section D of this code. Contractors are not obligated to participate in the training requirements of this code but will be required to demonstrate that they are familiar with this code and the Louisiana State Code of Ethics.

While this document in and of itself is not punitive in nature, it complements the existing laws incorporated in the Louisiana State Code of Ethics and other existing policies that cover persons employed by the City of Mandeville. All elected municipal officials, unclassified employees and appointed personnel of the city in whatever capacity should know that infractions of this Code of Conduct may also be violations prohibited by state ethical rules and regulations which do carry punitive provisions.

Every person covered by this Code has a unique position of trust in the community and, therefore, assumes a special responsibility to act with the highest standards of honesty, fidelity and fairness. Said persons should conduct themselves in a manner that merits public trust and confidence.

## **B. PURPOSE OF THIS POLICY.**

Section 7-02 of the City Charter for the City of Mandeville provides that "All officers and employees of the city government shall comply with the provisions of the Louisiana State Code of Ethics pertaining to local government." The purpose of the Code of Conduct is to complement the Code of Ethics with a code that requires conduct over and above the strict adherence to the letter of the general law and the Louisiana State Ethics Code. To establish a set of guidelines for the behavior of the persons covered by this code which will enhance the effectiveness of city government while maintaining the high standards of quality and professionalism necessary for the city to successfully project the best image possible.

**C. CITY OF MANDEVILLE CODE OF CONDUCT FOR ELECTED,  
UNCLASSIFIED EMPLOYEES AND APPOINTED PERSONNEL.**

All persons in each category as defined by the above title shall sign a copy of this Code of Conduct thereby acknowledging that they have received a copy and understand that it is therefore their responsibility to comply with this Code of Conduct and any revisions to it as follows:

1. Adhere to the principle that all activities undertaken by persons covered by this code shall be in the best interests of the citizens of the city and with the goal of perfection of city government. That no personal gain or benefit, except for compensation and benefits accompanying applicable personnel, should be accepted.
2. Accept the responsibility that any improper conduct can reflect negatively on the public image of the city and bring embarrassment and discontent to the citizens of the city. It is the intent of this Code of Conduct to make the persons covered by this code aware, through training, of the existing laws and city rules and regulations of employment that are designed to respond to any improper conduct in whatever context.
3. Participate in a comprehensive training program regarding the Louisiana State Code of Ethics and this Code of Conduct for all levels of personnel defined by this Code of Conduct except Contractors. This training shall include, but not be limited to, ongoing small and large group training sessions highlighting general rules of conduct and specific rules of conduct pertaining to elected municipal officials, unclassified employees or appointed personnel. This training shall amplify what personnel can or cannot do in complying with the Louisiana State Code of Ethics and this Code of Conduct. It shall also identify and help personnel recognize potential conflicts of interest and provide mechanisms for alerting the proper officials of such potential conflicts. Each person covered by this code, except Contractors, shall be required to participate in at least two hours of training per calendar year. These hours shall be certified to the Personnel Director and be a part of the person's record.
4. Always be in full compliance with all applicable federal, state and local laws and regulations.
5. Direct all requests for documents under the Public Records law to the City Attorney for response. All requests for documents under the Public Records law shall be in writing.
6. Respect the confidentiality of information concerning the City, City personnel or proceedings of the City.

#### **D. CONTRACTORS.**

Any individual or business entity that enters into a contract with the City of Mandeville shall be subject to this code and be referred to herein as a "Contractor". Every Contractor shall be mindful of the principles of law relating to the Code of Governmental Ethics of the State of Louisiana. The Contractor shall not make or authorize any payment or give anything of value directly or indirectly to an official of this government for the purpose of influencing an act or decision of official capacity or for assisting in obtaining or retaining business for or with, or for direction of business to any person. Likewise, the Contractor will not make or authorize any payment to anyone for the purpose of influencing any official act or decision or inducing such entity or person to use any influence with this government to assist anyone in obtaining or retaining business for or with, or directing business to, any person. Any breach or violation of this clause by the Contractor shall be considered a substantial and material breach of its contract with the City of Mandeville.

That all Contractors shall sign an affidavit in the form attached hereto as Attachment A as a condition of their contract with the City of Mandeville.

#### **E. COMPLAINTS.**

All complaints shall be in writing and signed by the person making the complaint. There shall be no "anonymous complaints". Any person wishing to file a complaint regarding any person covered by this code shall send the complaint to the City Attorney's Office where a log will be kept of such complaints. A copy of any complaint regarding any person covered by this code shall be sent to the person complained of within three days of the receipt of the complaint. The person complained of shall have five days to respond in writing to the complaint and his or her response shall be part of the complaint record. If such complaint alleges ethical violations, then the City Attorney shall recommend to the person making the complaint that he or she forward a copy of the complaint to the Louisiana Board of Ethics for further action.

Any person who wishes to make a complaint to the Louisiana Board of Ethics may do so by sending the complaint to Louisiana Ethics Administration Program, P.O. Box 4368, Baton Rouge, LA, 70821 or call the Board office at (225) 219-5600.

ATTACHMENT "A"

CODE OF CONDUCT AFFIDAVIT

STATE OF LOUISIANA

PARISH OF

ST. TAMMANY

AFFIDAVIT

BEFORE ME, the undersigned Notary Public personally came and appeared:

Rachael P. Catalanotti, LLC; if a corporation, LLC, or partnership, then the affidavit may be signed by corporate officer, member or partner stating that the subject organization is aware of the Code of Governmental Ethics.

Who, after first being duly sworn did depose and say he/she is the president, corporate officer, or designee of RPC, LLC and that he/she is familiar with the Code of Governmental Ethics contained in Louisiana Revised Statutes at Title 42, Chapter 15 and is familiar with and has a copy of the Code of Conduct for the City of Mandeville; and

That, Rachael Catalanotti will conform to the provisions in the Code of Governmental Ethics and the Code of Conduct as a condition of any contract between the company and the City of Mandeville, Louisiana; and

That, the provisions of the Code of Governmental Ethics and the Code of Conduct shall apply to any subcontract that the contractor has with any other entity in the performance of its contract with the City of Mandeville, Louisiana and there shall be a statement in every subcontract to that effect.

WITNESSES:

CONTRACTOR:

By:

RPC  
Rachael P. Catalanotti

Sworn to and subscribed before me this

14th

day of December, 2010.

[Signature]

00480-4

WHITNEY C. STEWART  
Notary Public  
State of Louisiana  
LA Bar No. 38905  
My Commission is for Life



**END OF SECTION**

**00480-5**